

ARTICLE 3

RECOGNITION

A. Representation Units.

The Employer recognizes MSEA as the exclusive representative and sole bargaining agent for the Bargaining Unit of employees represented by the following certifications of the State Personnel Director:

Labor & Trades Unit - certified March 27, 1979.

Safety & Regulatory Unit - certified September 14, 2001

The employees covered by this Agreement shall be those in the classifications listed in Appendix A and Appendix B of this Agreement and such other classifications as may be assigned to the Unit under the Civil Service Rules and Regulations and/or in accordance with the provisions of this Agreement.

B. Classifications.

1. The parties will review the abolishment of existing Unit classifications as well as all new or revised bargaining unit classifications and sub-class codes. Any other new or revised classifications and sub-class codes consisting in part of duties of existing Unit classifications and all supervisory classifications of unit classes shall also be reviewed.
2. When the Employer recommends creation of a new classification and sub-class codes, the Employer shall give timely notice to MSEA describing the class created, the number of positions, proposed salary range and the Bargaining Unit into which the Employer believes the new class should be placed.
3. The MSEA shall receive concurrent copies of recommendations or requests to Civil Service to abolish, modify or create Bargaining Unit classifications and sub-class codes, classifications consisting in part of duties of existing unit classifications, and all supervisor classifications of unit classes, sent to Civil Service by departments or the Office of the State Employer. All copies of recommendations by MSEA to abolish, modify or create classifications and sub-class codes shall be forwarded to the Office of the State Employer. The inclusion or exclusion of newly created classifications shall be resolved in accordance with the Civil Service Rules and Regulations.
4. Existing representational unit positions shall not be excluded from the Bargaining Units by or at the request of the Employer, without prior agreement of the parties. If no agreement is reached, the matter will be resolved through a unit clarification hearing or such other hearing as may be established by the Civil Service Rules and Regulations.

5. Representation unit positions shall not be reclassified, reallocated or retitled by or at the request of the Employer for the sole purpose of removing same from the Unit without prior agreement between the parties. This provision shall not be construed to prohibit the Employer from reallocating positions that have been downgraded for training because of the unavailability of a register. Classified employees in classes and positions assigned to these Units in accordance with this Section shall be subject to the provisions of this Agreement.
6. In the event of any layoff within a department, the Employer shall not abolish, modify or create new positions for the purpose of avoiding recall of laid off Bargaining Unit employees.

C. Appointment Duration.

The parties agree that Appendix C describes the appointment duration of employees covered by this Agreement and such definitions and benefit coverages are, hereby, incorporated into this Agreement by reference and shall constitute the sole applicable definitions and benefit descriptions thereof.

When the employer intends to make a limited term appointment of six (6) months or more, or when a limited term appointment is to be extended beyond six (6) months, the employer will provide advance notice to the MSEA. Disputes regarding notice shall not be grievable.